

- f) Limitation of Damages. PRODUCER'S RIGHT TO DAMAGES HEREUNDER IS STRICTLY LIMITED TO ACTUAL DAMAGES INCURRED DUE TO BREACH. SHALL NOT BE LIABLE FOR, AND PRODUCER EXPRESSLY WAIVES ANY CLAIM TO, INCIDENTAL OR SPECIAL DAMAGES.

17. HERD HEALTH. If, as determined by the health status of the weanling pig source herd deteriorates, shall notify Producer of such status and, at its option, may terminate this Agreement in its entirety. shall not be deemed to be in default or liable to the Producer to provide weanling pigs, if the health of the weanling pig source herd causes this Agreement to be terminated.

18. DISPUTE RESOLUTION. Any issues regarding the health or quality of pigs sold or purchased pursuant to this Agreement shall be resolved through arbitration before a neutral arbitrator acceptable to all parties involved.

- a) Selection of Arbitrator. The party questioning the health or quality of the pigs ("Complaining Party") shall submit a list of not fewer than three (3) potential arbitrators to the other party(ies), all of whom have at least three (3) years of arbitration experience, have received formal arbitration training and have no current or former relationship with the Complaining Party. Within fourteen (14) days after receipt of the list from the Complaining Party, the other party(ies) shall select the arbitrator from this list or, if none of the suggested arbitrators is acceptable, send the Complaining Party a notice that none of the suggested arbitrators is acceptable with an explanation of the party's reasonable objection(s) to each suggested arbitrator and a list of not fewer than three (3) suggested arbitrators, all of whom have at least three (3) years of arbitration experience, have received formal arbitration training and have no current or former relationship with the party. The Complaining Party then has fourteen (14) days from the date of receipt of the list in which to select an arbitrator from the list or provide its reasonable objections to all arbitrators on the list to the other party(ies), with another list of suggested arbitrators as described above. This process shall be repeated until all parties agree on an arbitrator.
- b) Location, Date and Time of Arbitration. The location, date and time of the arbitration shall be established by the arbitrator after consultation with all parties involved.
- c) Arbitrator's Fee. The parties shall share equally the fees and expenses of the arbitrator and other joint costs of the arbitration (such as room rental).
- d) Parties' Expenses. Each party shall bear its own costs of preparation, attendance and participation in the arbitration.
- e) Ruling. The arbitrator shall render a ruling in writing to the parties not more than thirty (30) days after the end of the arbitration.